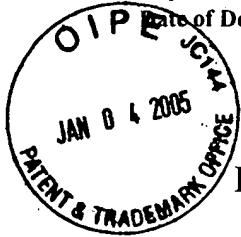


Express Mail No.: EV 230286554 US

Date of Deposit: January 4, 2005

Attorney Docket No.: 28069-566



01-05-05 1615  
IFW

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANTS: Parikh *et al.*

APPLICATION NO.: 09/281,430

EXAMINER: Thurman K. Page

FILING DATE: March 30, 1999

ART UNIT: 1615

FOR: ANTICANCER COMPOSITIONS

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

### TRANSMITTAL LETTER

Transmitted herewith for filing in the above-referenced patent application are the following documents:

- ☒ Revocation by Assignee and New Power of Attorney (2 pgs.);
- ☒ Copy of assignment from inventors to RTP Pharma Inc. (5 pgs.);
- ☒ Copy of Canadian Articles of Amendment (2 pgs.);
- ☒ Copy of Intellectual Property Transfer Agreement (19 pages); and
- ☒ Return postcard.

The Commissioner is authorized to charge any fees that may be due, or to credit any overpayment, to the undersigned's account, Deposit Account No. 50-0311, Ref. No. 28069-566. A duplicate copy of this transmittal letter is enclosed herewith. If the enclosed papers are considered incomplete, the Mail Room and/or the Application Branch is respectfully requested to contact the undersigned at 617-542-6000, Boston, Massachusetts.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicholas P. Triano, III".

Nicholas P. Triano, III, Reg. 36,397

Attorney for Applicant

c/o MINTZ, LEVIN, COHN, FERRIS,  
GLOVSKY AND POPEO, P.C.

Tel: (617) 542-6000

Fax: (617) 542-2241

Customer No. 30623

Dated: January 4, 2005

Date of Deposit: January 4, 2005



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANTS: Parikh *et al.*

APPLICATION NO.: 09/281,430

EXAMINER: Thurman K. Page

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ART UNIT: 1615

FOR: ANTICANCER COMPOSITIONS

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

**REVOCATION BY ASSIGNEE AND NEW POWER OF ATTORNEY**

Jagotec AG, owner of the above-identified United States Patent Application No. 09/281,430, filed March 30, 1999, hereby revokes any and all former powers of attorney and appoints attorneys and/or agents associated with Mintz Levin Cohn Ferris Glovsky & Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, **Customer Number 30623**, and Chrysler Center, 666 Third Avenue, 24<sup>th</sup> Floor, New York, NY 10017, **Customer Number 35437**, as Applicant's attorneys with full power of substitution and revocation to take any and all action necessary with regard to the above-identified patent application.

Please address all telephone calls to Daniel F. Coughlin at telephone number 212/935-3000. All correspondence is to be directed to:

Daniel F. Coughlin, Esq.  
Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.  
Chrysler Center, 666 Third Avenue,  
24<sup>th</sup> Floor, New York, NY 10017  
**Customer Number 35437**

Jagotec AG certifies under 37 C.F.R. § 3.73(b) that it is the Assignee of the entire right, title and interest in the patent application identified above by virtue of assignments of the patent application identified above. Jagotec AG is duly empowered as Assignee by virtue of the following evidence, copies of which are enclosed herewith:

1. Assignment from inventors to **RTP Pharma Inc.** recorded on July 19, 2001, at Reel 012008, Frame 0388;
2. Canadian Articles of Amendment, changing name of **RTP Pharma Inc.** to **SkyePharma Canada Inc.**; and
3. Intellectual Property Transfer Agreement dated March 2, 2004, transferring all intellectual property rights owned by **SkyePharma Canada Inc.** to **Jagotec AG**.

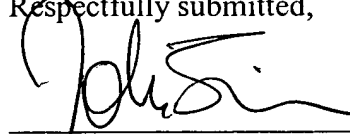
recorded on May 13, 1999, at Reel 009948, Frame 0061

I, the undersigned, am empowered to act on behalf of the Assignee. Acting on behalf of the Assignee, I have reviewed all the documents in the chain of title of the patent application identified above and, to the best of my knowledge and belief, title is in the Assignee identified above.

I, the undersigned, hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001 and that such willful false statements may jeopardize the validity of the patent.

Please charge any fee or any fee deficiency occasioned by this document to Deposit Account No. 50-0311, Attorney Reference No. 28069-566 (Customer Number: 35437).

Respectfully submitted,

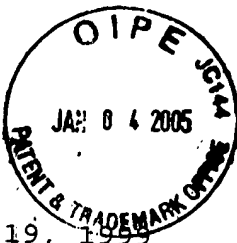


NAME: John SIMMONS, Francesco PATALANO  
TITLE: Directors  
COMPANY:

Date: 22 December 2004

**JAGOTEC AG**  
Eptingerstrasse 51  
CH-4132 Muttensz  
Switzerland

TRA 1982864v1



UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

JULY 19, 1999

PTAS

NIXON & VANDERHYE P.C.  
ARTHUR R. CRAWFORD  
1100 NORTH GLEBE ROAD, 8TH FLOOR  
ARLINGTON, VA 22201



\*101041089A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 05/13/1999

REEL/FRAME: 009948/0061  
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

PARIKH, INDU

DOC DATE: 05/11/1999

ASSIGNOR:

MOUSSA, ISKANDAR

DOC DATE: 05/07/1999

ASSIGNOR:

CARRIER, ALAIN

DOC DATE: 05/03/1999

ASSIGNEE:

RTP PHARMA INC.  
4364 ALSTON AVENUE, SUITE 201  
DURHAM, NORTH CAROLINA 27713

SERIAL NUMBER: 09281430  
PATENT NUMBER:

FILING DATE: 03/30/1999  
ISSUE DATE:

009948/0061 PAGE 2

LAWAN FLETCHER, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

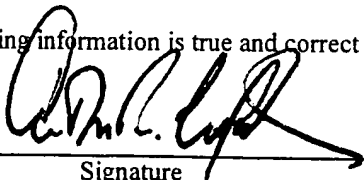
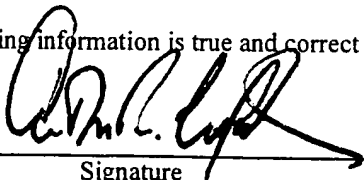
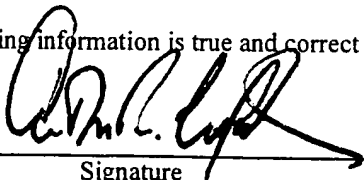
05-19-1999

Our Ref.: 121-160

Commissioner of Patents and Trademarks  
Box Assignment, Washington, D.C. 20530

101041089

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Indu PARIKH Iskandar MOUSSA Alain CARRIER</p> <p>Additional name/s of conveying party/ies attached? <input type="checkbox"/></p> <p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment      <input type="checkbox"/> Merger <input type="checkbox"/> Security Assignment      <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>Execution Date: May 11, 7 and 3 1999</p>		<p>2. Name and address of receiving party(ies):</p> <p>Name: RTP Pharma Inc. Internal Address: Street Address: 4364 Alston Avenue, Suite 201 City: Durham State/Country: North Carolina Zip: 27713</p> <p>Additional name/s &amp; address/es attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>				
<p>4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is:</p> <table border="0"><tr><td>A. Patent Application No(s). (1) 09/281,430 (2) (3)</td><td>B. (1) (2) (3)</td></tr></table> <p>Additional numbers attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>				A. Patent Application No(s). (1) 09/281,430 (2) (3)	B. (1) (2) (3)	
A. Patent Application No(s). (1) 09/281,430 (2) (3)	B. (1) (2) (3)					
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Arthur R. Crawford Internal Address: Street Address: Nixon &amp; Vanderhye P.C. 1100 North Glebe Road 8<sup>th</sup> Floor City: Arlington State: VA Zip: 22201</p>		<p>6. Total number of applications &amp; patents involved: 1</p> <p>7. Total fee (37 CFR 3.41) \$ 40.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account #14-1140</p> <p>8. The Commissioner is hereby authorized to charge any deficiency in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed in this application by this firm) to our Account No. 14-1140.</p>				
<p>DO NOT USE THIS SPACE</p>						
<p>9. Statements and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</p> <table border="0"><tr><td>Arthur R. Crawford Name of Person Signing Reg. No. 25,327</td><td> Signature</td><td>May 12, 1999 Date</td></tr></table> <p>Total number of pages including original cover sheet, attachments, and document: [3]</p>				Arthur R. Crawford Name of Person Signing Reg. No. 25,327	 Signature	May 12, 1999 Date
Arthur R. Crawford Name of Person Signing Reg. No. 25,327	 Signature	May 12, 1999 Date				

05/17/1999 NEDMI 00000022 09201430

01 FC:581

40.00 BP



121-160

## ASSIGNMENT OF PATENT APPLICATION

**Indu PARIKH**  
**Iskandar MOUSSA**  
**Alain CARRIER**

**(Inventors)**

**(Assignee)**

**(Address)**

**(Other**

**Countries)**

**(Title)**

In consideration of the sum of one dollar (\$1.00) and other good and valuable considerations paid to each of the undersigned, the undersigned agree(s) to assign, and hereby does assign, transfer and set over to

(RTP Pharma Inc.

(of 4364 Alston Avenue, Suite 201, **Durham, North Carolina 27713**

(hereinafter designated as the Assignee) the undersigned's entire right, title and interest for the United States, its territories, dependencies and possessions, and for the country of

( in the invention, and all application for patent and any Letters Patent which may be granted therefore, known as

**ANTICANCER COMPOSITIONS** (Case No. 121-160)

for which the undersigned has (have) executed on even date herewith an application for patent in the United States of America or, if not on even date, then has executed (on or has already filed in

(U.S. appln. Serial No. **09/281,430**, filed on **March 30, 1999**

(The undersigned acknowledges an obligation of assignment of this invention to said assignee at the time the invention was made.

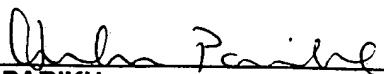
The undersigned agree(s) to execute all papers and documents necessary in connection with the application or any interference which may be declared and any continuing or divisional applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient and further to perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

The undersigned agree(s) to perform all affirmative acts which may be necessary to obtain a grant of a valid United States patent to the Assignee.

The undersigned hereby authorize(s) and request(s) the Commissioner of Patents to issue any and all Letters Patent of the United States resulting from said application or any division or divisions or continuing applications thereof to the said Assignee, as Assignee of the entire interest, and hereby covenants that he has (they have) full right to convey the entire interest herein assigned, and that he has (they have) not executed and will not execute, any agreement in conflict herewith.

The undersigned hereby grant(s) the firm of NIXON & VANDERHYE P.C. the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent Office for recordation of this document.

In witness whereof, executed by the undersigned on the date(s) opposite the undersigned signature(s).

Date	<u>May 11, 1999</u>	Signature of inventor	( <u></u>
Date	<u>May 07, 1999</u> X	Signature of inventor	X ( <u><del>Indu PARIKH</del></u>
Date	<u>99/MAY/03</u>	Signature of inventor	( <u><del>Iskandar MOUSSA</del></u>
			<u>Alain CARRIER</u>

Witnessed by: 

Date May 11, 99

Witnessed by: 

Date 7 May 99

Witnessed by: 

Date 3 May 99





Industry Canada

Industrie Canada



File  
Copy

**Certificate  
of Amendment**

**Canada Business  
Corporations Act**

**Certificat  
de modification**

**Loi canadienne sur  
les sociétés par actions**

SKYEPHARMA CANADA INC.

328633-9

Name of corporation-Dénomination de la société

Corporation number-Numéro de la société

I hereby certify that the articles of the  
above-named corporation were amended:

Je certifie que les statuts de la société  
susmentionnée ont été modifiés:

- a) under section 13 of the *Canada Business Corporations Act* in accordance with the attached notice;
- b) under section 27 of the *Canada Business Corporations Act* as set out in the attached articles of amendment designating a series of shares;
- c) under section 179 of the *Canada Business Corporations Act* as set out in the attached articles of amendment;
- d) under section 191 of the *Canada Business Corporations Act* as set out in the attached articles of reorganization;

- ☐ a) en vertu de l'article 13 de la *Loi canadienne sur les sociétés par actions*, conformément à l'avis ci-joint;
- ☐ b) en vertu de l'article 27 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses modificatrices ci-jointes désignant une série d'actions;
- ☒ c) en vertu de l'article 179 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses modificatrices ci-jointes;
- ☐ d) en vertu de l'article 191 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses de réorganisation ci-jointes;

Director - Directeur

April 24, 2002 / le 24 avril 2002

Date of Amendment - Date de modification

Canada

1 - Name of the Corporation - Dénomination sociale de la société

RTP PHARMA INC.

2 - Corporation number - Numéro de la société

328633-9

The articles of the above-named corporation are amended as follows:

Les statuts de la société mentionnée ci-dessus sont modifiés de la façon suivante :

To change the name of the corporation to:

SKYEPHARMA CANADA INC.

Date April 17, 2002

Signature

Printed Name - Nom en lettres imprimées

4 - Capacity of - En qualité de

For Departmental Use Only  
À l'usage du ministère seulement

Filed  
Déposé

# INTELLECTUAL PROPERTY TRANSFER AGREEMENT

THIS AGREEMENT made as of the 2nd day of March, 2004.

BETWEEN:



**SkyePharma Canada Inc.**, a corporation constituted under the laws of Canada having an address at 100 Chemin du Golf, Verdun, Quebec H3E 1H4

(hereinafter referred to as "**SkyePharma**")

(the party of the **FIRST PART**)

- and -

**Jagotec AG**, a corporation existing under the laws of Switzerland, having an address at Eptingerstrasse 5, CH-4132 MuttENZ, Switzerland

(hereinafter referred to individually as "**Jagotec**")

(the party of the **SECOND PART**)

## RECITALS:

**WHEREAS**, as of the Effective Date hereof, SkyePharma is the owner of the Intellectual Property Assets and Jagotec is the owner of the Transferred Intellectual Property, Licensed Patent Rights and the Products (as those terms are hereinafter defined);

**AND WHEREAS** in furtherance of its business Jagotec wishes to acquire the Intellectual Property Assets;

**AND WHEREAS** in furtherance of its business SkyePharma wishes to acquire the Transferred Intellectual Property and Products, and derive certain rights under the Licensed Patent Rights;

**AND WHEREAS** Jagotec is not resident in Canada, and is not registered in Canada for the purposes of the *Goods and Services Tax* or *Quebec Sales Tax*;

**AND WHEREAS** SkyePharma is not resident in Switzerland

**NOW THEREFORE** in consideration of the promises and the mutual agreements and covenants contained herein and for other good and valuable consideration, the

receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## 1. INTERPRETATION

1.1 Definitions: In this Agreement, including the recitals above, except where the context or subject matter is inconsistent therewith, the following terms shall have the meanings specified or referred to below and grammatical variations of such terms shall have corresponding meanings:

- (a) **“Agreement”** means this agreement, and all recitals, schedules and appendices attached to or which reference this Agreement and “hereto” and “herein” and similar expressions mean and refer to the Agreement and not to any particular article, section, subsection, or Schedule;
- (b)
- (c) **“Effective Date”** means the date first written above;
- (d)
- (e) **“Licensed Patent Rights”** means rights granted to use inventions that are the subject of the issued patents and pending applications set forth in Schedule 3 and Schedule 4.
- (f) **“Intellectual Property Assets”** means all trade or brand names, business names, trade-marks, trade-mark registrations and applications, service marks, service mark registrations and applications, copyrights, copyright registrations and applications, patents, patent registrations and applications and other patent rights (including any patents issued on such applications or rights, any continuations or continuations-in-

part or divisional applications thereof, any and all reissues or extensions thereof, and the letters patent that may or shall issue therefrom and all rights under the international convention) trade secrets, proprietary manufacturing information and know-how inventor's notes, research data, drawings and designs, formulae, processes, technology and other intellectual property, that is owned by SkyePharma in whole or in part, solely or in conjunction with another person as of the Effective Date (but not including the Transferred Intellectual Property, Licensed Patent Rights or Products), together with all rights under licenses, technology transfer agreements and other agreements or instruments relating to any of the foregoing;

(g)

(h) **"Payment Price"** has the meaning provided at section 3.2 of this Agreement;

(i)

(j) **"Purchase Price"** has the meaning provided at subsection 2.2 of this Agreement; and

(k) **"Transferred Intellectual Property"** means all trade or brand names, business names, trade-marks, trade-mark registrations and applications, service marks, service mark registrations and applications, copyrights, copyright registrations and applications, patents, patent registrations and applications and other patent rights (including any patents issued on such applications or rights any continuations or continuations-in-part or divisional applications thereof, any and all reissues or extensions thereof, and the letters patent that may or shall issue

therefrom and all rights under the international convention) trade secrets, proprietary manufacturing information and know-how, inventions, inventor's notes, designs and drawings, research data, formulae, processes, technology and other intellectual property listed in Schedule 1, Schedule 2 and Schedule 5 to this Agreement together with all rights under licenses, technology transfer agreements or instruments relating to any of the foregoing.

(l)

1.2 Sections and Headings: Division of this Agreement into articles, sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the interpretation of this Agreement. Unless otherwise indicated, any references in this Agreement to an article, section, subsection or schedule refers to the specified article, section or subsection of or schedule to this Agreement.

1.3 Number, Gender and Persons: In this Agreement, as applicable, words importing the singular number only shall include the plural and vice versa, words importing gender shall include all genders and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities of any kind whatsoever.

1.4 The following Schedules are attached to and form part of this Agreement:

- (a) Schedule 1 – “Transferred Intellectual Property”
- (b) Schedule 2 - “Transferred Intellectual Property”
- (c) Schedule 3 – “Licensed Patent Rights”
- (d) Schedule 4 – “Licensed Patent Rights”
- (e) Schedule 5 – “Transferred Intellectual Property – Trade-marks”

(f) Schedule 6 – “License of Certain Transferred Intellectual Property”

(g) Schedule 7 – “License Agreement of Licensed Patent Rights”

## **2. INTELLECTUAL PROPERTY ASSETS**

2.1 Assignment of Intellectual Property Assets: Subject to the terms and conditions of this Agreement, SkyePharma hereby assigns and transfers to Jagotec all its right, title, interest in, and to the Intellectual Property Assets. SkyePharma shall deliver all or part of the Intellectual Property Assets to Jagotec in a manner to be agreed upon by the parties.

2.2

## **3. TRANSFERRED INTELLECTUAL PROPERTY, LICENSED PATENT RIGHTS, PRODUCTS AND TRADEMARKS**

3.1 Assignment of Transferred Intellectual Property: Subject to the terms and conditions of this Agreement, Jagotec hereby sells, assigns and transfers to SkyePharma all its right, title and interest in and to, the Transferred Intellectual Property set forth in Schedule 1, Schedule 2 and Schedule 5. Jagotec shall deliver all or part of the Transferred Intellectual Property set forth in Schedule 1, Schedule 2 and Schedule 5 to SkyePharma in a manner to be agreed upon by the parties.

3.2 License of Transferred Intellectual Property: With regard to the Transferred Intellectual Property set forth in Schedule 2, upon transferring this Transferred Intellectual Property to SkyePharma in accordance with subsection 3.1, the parties shall enter into a license agreement in the form attached hereto as Schedule 6.

3.3 License of Licensed Patent Rights: With regard to the Licensed Patent Rights set forth in Schedules 3 and 4, the parties shall enter into a license agreement in the form attached hereto as Schedule 7.

#### 4. GENERAL

4.1 Headings: All headings appearing in this Agreement are for convenience only and shall not be construed as interpretations of the text of the Agreement.

4.2 Notices: Unless otherwise set forth in this Agreement, all notices, demands or other communications hereunder shall be in writing (including telecopy) and shall be deemed to have been duly given if delivered during normal business hours by hand, Federal Express, United Parcel Service or other reputable overnight commercial delivery service, by telecopy, confirmation of receipt received or by mail with return receipt requested, addressed as first written above, or to such other address or fax number as may have been furnished by such party in writing to the other party. Any such notice, demand or other communication shall be deemed to have been given on the date actually delivered or on the fifth (5<sup>th</sup>) calendar day after deposit in the mail, postage prepared.

4.3 Severability: If any provision of this Agreement is held to be invalid, such invalidity shall not affect the other provisions of this Agreement.



4.4 . Waiver: No waiver by a Party of any particular default or omission committed by the other Party shall affect or impair the rights of that Party in respect of any subsequent default or omission of the same or a different kind. No delay or failure by a Party to exercise any rights in connection with any default or omission committed by the other Party shall affect or impair that Party's rights in respect of that particular default or omission or any subsequent default or omission of the same or different kind.

4.5 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the province of Ontario and the federal laws of Canada applicable in that province, and each party hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of such province and all courts competent to hear appeals therefrom in respect of all matters arising out of this Agreement.

4.6 Amendments, Waivers and Consents: Neither this Agreement nor any of the terms hereof may be changed, waived, discharged or terminated otherwise than by an instrument in writing signed by the Party against which enforcement of such change, waiver, discharge or termination is sought. Any waiver of any term or condition or any breach of any covenant of this Agreement shall not operate as a waiver of any other term or condition or breach, nor shall any failure to enforce any provision hereof operate as a waiver of such provision of any other provision hereof.

4.7 Further Assurances: The parties hereto agree to execute such further and other assurances and documents and to do all things and actions which shall be necessary or proper for carrying out the purposes and intent of this Agreement.

4.8 Counterparts: This Agreement may be executed in counterparts, each of which is deemed to be an original and all of which together are deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their proper and duly authorized officers as of the date first above written.

SKYEPHARMA CANADA INC.

By: 

Name: Romanus Muehlen

Title: Finance

JAGOTEC AG

By:  

Name: F. Catalano

Title: Director

John Simmons

Director

## **SCHEDULE "1" – Transferred Intellectual Property**

### **SkyePharma ref. 3-7**

#### **"Pharmaceutical Composition Comprising Hyaluronic Acid for the Clearing of Arteriosclerosis"**

Country	Application No.	Publication No.	Status	Application date	Grant date	SkyePharma Ref:
International (PCT)	PCT/CA95/00243	WO 95/29683	Terminated	27 Apr 95	-	3-7-WO
Japan	527900/95		Pending	27 Apr 95	-	3-7-JP
USA	08/464,769	5,817,642	Granted	15 Aug 95	06 Oct 98	3-7-US-1

### **SkyePharma ref. 3-9**

#### **"Treatment of Disease and Conditions Associated with Macrophage Infiltration in Particular Stroke and Myocardial Infarction"**

Country	Application No.	Publication No.	Status	Application date	Grant date	SkyePharma Ref:
Australia	31070/95	701014	Granted	02 Aug 95	06 May 99	3-9-AU
Canada	2130762	2130762	Granted	24 Aug 94	06 Jul 99	3-9-CA
EPO	95926813.7	0777487	Granted	02 Aug 95	06 Feb 02	3-9-EP
Belgium	95926813.7	0777487	Granted	02 Aug 95	06 Feb 02	3-9-EP
France	95926813.7	0777487	Granted	02 Aug 95	06 Feb 02	3-9-EP
Germany	95926813.7	0777487	Granted	02 Aug 95	06 Feb 02	3-9-EP
Italy	95926813.7	0777487	Granted	02 Aug 95	06 Feb 02	3-9-EP
Luxembourg	95926813.7	0777487	Granted	02 Aug 95	06 Feb 02	3-9-EP
Netherlands	95926813.7	0777487	Granted	02 Aug 95	06 Feb 02	3-9-EP
Spain	95926813.7	0777487	Granted	02 Aug 95	06 Feb 02	3-9-EP
Switzerland	95926813.7	0777487	Granted	02 Aug 95	06 Feb 02	3-9-EP
United Kingdom	95926813.7	0777487	Granted	02 Aug 95	06 Feb 02	3-9-EP
Japan	507669/96		Pending	02 Aug 95	-	3-9-JP
South Africa	95/07056	95/07056	Granted	23 Aug 95	26 Jun 96	3-9-ZA
International (PCT)	PCT/CA95/00467	WO 96/05845	Terminated	02 Aug 95	-	3-9-WO
USA	08/295,390	5,767,106	Granted	25 Aug 94	16 Jun 98	3-9-US

### **SkyePharma ref. 3-11**

#### **"The Use of Hyaluronic Acid to Repair Ischemia Reperfusion Damage"**

Country	Application No.	Publication No.	Status	Application date	Grant date	SkyePharma Ref:
Canada	2061567	2061567	Granted	20 Feb 92	03 Feb 98	3-11-CA
Singapore	9602901-2	49654	Granted	19 Feb 93	23 May 00	3-11-SG
USA	08/200,309	5,674,857	Granted	23 Feb 94	07 Oct 97	3-11-US

## **Schedule 2 – Transferred Intellectual Property**

**SkyePharma ref. 3-13**

**“Novel Binding Agents and the Use Thereof”**

Country	Application No.	Publication No.	Status	Application date	Grant date	SkyePharma Ref:
Australia	10912/97	725478	Granted	23 Dec 96	25 Jan 01	3-13-AU
Canada	2166155		Pending	27 Dec 95	-	3-13-CA
EPO	96941564.5	0874624	Granted	27 Dec 96	03 Dec 03	3-13-EP
Switzerland	96941564.5	0874624	Granted	27 Dec 96	03 Dec 03	3-13-EP
Germany	96941564.5	0874624	Granted	27 Dec 96	03 Dec 03	3-13-EP
Spain	96941564.5	0874624	Granted	27 Dec 96	03 Dec 03	3-13-EP
France	96941564.5	0874624	Granted	27 Dec 96	03 Dec 03	3-13-EP
United Kingdom	96941564.5	0874624	Granted	27 Dec 96	03 Dec 03	3-13-EP
Italy	96941564.5	0874624	Granted	27 Dec 96	03 Dec 03	3-13-EP
Netherlands	96941564.5	0874624	Granted	27 Dec 96	03 Dec 03	3-13-EP
Hungary	P9902059		Pending	23 Dec 96	-	3-13-HU
Israel	124828		Pending	23 Dec 96	-	3-13-IL
Japan	523930/97		Pending	23 Dec 96	-	3-13-JP
Mexico	985211		Pending	23 Dec 96	-	3-13-MX
South Korea	704359/98		Pending	23 Dec 96	-	3-13-KR
International (PCT)	PCT/CA96/00870	WO 97/24111	Terminated	23 Dec 96	-	3-13-WO
South Africa	96/10840	96/10840	Granted	23 Dec 96	27 Aug 97	3-13-ZA

**SkyePharma ref. 3-14**

**“Targeting of Dosages of Medicine and Therapeutic Agents”**

Country	Application No.	Publication No.	Status	Application date	Grant date	SkyePharma Ref:
Australia	76878/96	727001	Granted	29 Nov 96	15 Mar 01	3-14-AU
Canada	2164260	2164260	Granted	01 Dec 95	09 Oct 01	3-14-CA
Hungary	P 9901935		Pending	29 Nov 96	-	3-14-HU
Israel	124647		Pending	29 Nov 96	-	3-14-IL
Japan	520818/96	P2000-513707A	Pending	29 Nov 96	-	3-14-JP
Mexico	984343		Pending	29 Nov 96	-	3-14-MX
South Korea	703904/98		Pending	29 Nov 96	-	3-14-KR
South Africa	96/10039	96/10039	Granted	29 Nov 96	27 Aug 97	3-14-ZA
International (PCT)	PCT/CA96/00973	WO 97/20564	Terminated	29 Nov 96	-	3-14-WO
USA	08/568,489	5,817,644	Granted	07 Dec 95	06 Oct 98	3-14-US

## **Schedule 3 – Licensed Patent Rights**

**SkyePharma ref. 3-1**

**“Treatment of Conditions and Disease”**

**Products:**

**HYANALGESE D**

<b>Country</b>	<b>Application No.</b>	<b>Publication No.</b>	<b>Status</b>	<b>Application date</b>	<b>Grant date</b>	<b>SkyePharma Ref:</b>
Australia	52274/93	674894	Granted	09 Dec 93	28 Feb 02	3-1-AU
Brazil	PI 1101180-7		Pending	18 Sep 90	-	3-1-BR
Canada	612307	1340994	Granted	21 Sep 89	16 May 00	3-1-CA
Czech Republic	PV4598-90	288292	Granted	18 Sep 90	26 Mar 01	3-1-CZ
EPO	95100186.6	0656213	Granted	18 Sep 90	13 Nov 02	3-1-EP-2
Austria	95100186.6	0656213	Granted	18 Sep 90	13 Nov 02	3-1-EP-2
Belgium	95100186.6	0656213	Granted	18 Sep 90	13 Nov 02	3-1-EP-2
Denmark	95100186.6	0656213	Granted	18 Sep 90	13 Nov 02	3-1-EP-2
France	95100186.6	0656213	Granted	18 Sep 90	13 Nov 02	3-1-EP-2
Germany	95100186.6	0656213	Granted	18 Sep 90	13 Nov 02	3-1-EP-2
Italy	95100186.6	0656213	Granted	18 Sep 90	13 Nov 02	3-1-EP-2
Luxembourg	95100186.6	0656213	Granted	18 Sep 90	13 Nov 02	3-1-EP-2
Netherlands	95100186.6	0656213	Granted	18 Sep 90	13 Nov 02	3-1-EP-2
Spain	95100186.6	0656213	Granted	18 Sep 90	13 Nov 02	3-1-EP-2
Sweden	95100186.6	0656213	Granted	18 Sep 90	13 Nov 02	3-1-EP-2
Switzerland	95100186.6	0656213	Granted	18 Sep 90	13 Nov 02	3-1-EP-2
United Kingdom	95100186.6	0656213	Granted	18 Sep 90	13 Nov 02	3-1-EP-2
EPO	90914108.7	0445255	Granted	18 Sep 90	16 Dec 95	3-1-EP-1
Austria	90914108.7	0445255	Granted	18 Sep 90	16 Dec 95	3-1-EP-1
Belgium	90914108.7	0445255	Granted	18 Sep 90	16 Dec 95	3-1-EP-1
Denmark	90914108.7	0445255	Granted	18 Sep 90	16 Dec 95	3-1-EP-1
France	90914108.7	0445255	Granted	18 Sep 90	16 Dec 95	3-1-EP-1
Germany	90914108.7	0445255	Granted	18 Sep 90	16 Dec 95	3-1-EP-1
Italy	90914108.7	0445255	Granted	18 Sep 90	16 Dec	3-1-EP-1

Country	Application No.	Publication No.	Status	Application date	Grant date	SkyePharma Ref:
					95	
Luxembourg	90914108.7	0445255	Granted	18 Sep 90	16 Dec 95	3-1-EP-1
Netherlands	90914108.7	0445255	Granted	18 Sep 90	16 Dec 95	3-1-EP-1
Spain	90914108.7	0445255	Granted	18 Sep 90	16 Dec 95	3-1-EP-1
Sweden	90914108.7	0445255	Granted	18 Sep 90	16 Dec 95	3-1-EP-1
Switzerland	90914108.7	0445255	Granted	18 Sep 90	16 Dec 95	3-1-EP-1
United Kingdom	90914108.7	0445255	Granted	18 Sep 90	16 Dec 95	3-1-EP-1
Finland	912470		Pending	18 Sep 90	-	3-1-FI
Hong Kong	98105089.4	1005985A	Pending	10 Jun 98	-	3-1-HK-2
Hong Kong	447 of 1997	0940447	Granted	18 Sep 90	16 Dec 95	3-1-HK-1
Hungary	P/P00656	211953	Granted	30 Jun 95	28 Aug 96	3-1-HU-2
Hungary	7339/90	220758	Granted	18 Sep 90	14 Feb 02	3-1-HU-1
Israel	95745	95745	Granted	19 Sep 90	23 Dec 99	3-1-IL
Japan	513204/90	3256761	Granted	18 Sep 90	07 Dec 01	3-1-JP
Singapore	9602961-6	49658	Granted	18 Sep 90	20 Jun 00	3-1-SG-2
Singapore	9690493-3	33810	Granted	18 Sep 90	15 Oct 96	3-1-SG-1
South Africa	90/07564	90/07564	Granted	18 Sep 90	04 Jun 91	3-1-ZA
International (PCT)	PCT/CA90/00306	WO 91/04058	Terminated	18 Sep 90	-	3-1-WO
USA	08/465,335	5,811,410	Granted			3-1-US-1
USA	08/286,263	5,827,834	Granted			3-1-US-2
USA	08/462,615	5,830,882	Granted			3-1-US-3
USA	08/462,147	5,852,002	Granted			3-1-US-4
USA	08/462,614	5,914,314	Granted			3-1-US-5
USA	08/462,148	5,929,048	Granted			3-1-US-6
USA	08/461,124	5,932,560	Granted			3-1-US-7
USA	08/462,154	5,985,850	Granted			3-1-US-8
USA	08/744,852	5,985,851	Granted			3-1-US-9
USA	08/461,565	6,048,844	Granted			3-1-US-10
USA	07/675,908	6,069,135	Granted			3-1-US-11
USA	08/460,978	6,194,392	Granted			3-1-US-12

### **SkyePharma ref. 3-3**

**"Treatment of Disease Employing Hyaluronic Acid and NSAIDs"**

**Products:**

HYANALGESE D

Country	Application No.	Publication No.	Status	Application date	Grant date	SkyePharma Ref:
Australia	42729/00		Pending	28 Jun 00	-	3-3-AU
Canada	2061566	2061566	Granted	20 Feb 92	09 Jul 02	3-3-CA-1
Canada	2089635		Pending	16 Feb 93	-	3-3-CA-2
Chile	184-93		Pending	18 Feb 93	-	3-3-CL
Czech Republic	PV 229-93	290534	Granted	18 Feb 93	14 Aug 02	3-3-CZ
EPO	93903755.2	0626864	Pending		-	3-3-EP
Hong Kong	98105084.9		Pending	10 Jun 98	-	3-3-HK
Hungary	P9303283		Pending	16 Feb 93	-	3-3-HU-1
Hungary	P/P 00650	211689	Granted		15 Dec 95	3-3-HU-2
Japan	514408/93		Pending	16 Feb 93	-	3-3-JP
Mexico	930905		Pending	19 Feb 93	-	3-3-MX
New Zealand	249072	249072	Granted	19 Feb 93		3-3-NZ-1
New Zealand	299281	299281	Granted	03 Sep 96	16 Aug 01	3-3-NZ-2
South Korea	97-0702858	0334973	Granted	16 Feb 93	19 Apr 02	3-3KR
Singapore	9607976-9	49874	Granted	16 Feb 93	08 Apr 02	3-3-SG
South Africa*	93/01174	93/01174	Granted	20 Feb 93		3-3-ZA
International (PCT)	PCT/CA93/00062	WO 93/16733	Terminated	16 Feb 93	-	3-3-WO
USA	07/838,675	5,639,738	Granted			3-3-US-1
USA	08/018,508	5,792,753	Granted			3-3-US-2
USA	08/468,329	5,824,658	Granted			3-3-US-3
USA	08/290,848	5,910,489	Granted			3-3-US-4
USA	08/466,774	5,914,322	Granted			3-3-US-5
USA	08/466,778	5,962,433	Granted			3-3-US-6
USA	08/466,775	6,017,900	Granted			3-3-US-7

## Schedule 4 – Licensed Patent Rights

### SkyePharma ref. 3-4

#### “Use of Hyaluronic Acid and Forms to Prevent Arterial Restenosis”

#### Products:

CARDI-CLEAR

Country	Application No.	Publication No.	Status	Application date	Grant date	SkyePharma Ref:
Australia	70224/96	702929	Granted	22 Sep 93	24 Jun 99	3-4-AU-2
Australia	48126/93	670117	Granted	22 Sep 93	22 Oct 96	3-4-AU-1
Canada	2079205	2079205	Granted	25 Sep 92	10 Feb 98	3-4-CA-1
Canada	2106695	2106695	Granted	22 Sep 93	18 Jan 00	3-4-CA-2
Czech Republic	PV 662-95	288986	Granted	22 Sep 93	16 Aug 01	3-4-CZ
EPO	93920624.9	0661981	Granted	22 Sep 93	07 Aug 96	3-4-EP
Austria	93920624.9	0661981	Granted	22 Sep 93	07 Aug 96	3-4-EP
Belgium	93920624.9	0661981	Granted	22 Sep 93	07 Aug 96	3-4-EP
Denmark	93920624.9	0661981	Granted	22 Sep 93	07 Aug 96	3-4-EP
France	93920624.9	0661981	Granted	22 Sep 93	07 Aug 96	3-4-EP
Germany	93920624.9	0661981	Granted	22 Sep 93	07 Aug 96	3-4-EP
Greece	93920624.9	0661981	Granted	22 Sep 93	07 Aug 96	3-4-EP
Ireland	93920624.9	0661981	Granted	22 Sep 93	07 Aug 96	3-4-EP
Italy	93920624.9	0661981	Granted	22 Sep 93	07 Aug 96	3-4-EP
Luxembourg	93920624.9	0661981	Granted	22 Sep 93	07 Aug 96	3-4-EP
Monaco	93920624.9	0661981	Granted	22 Sep 93	07 Aug 96	3-4-EP
Netherlands	93920624.9	0661981	Granted	22 Sep 93	07 Aug 96	3-4-EP
Portugal	93920624.9	0661981	Granted	22 Sep 93	07 Aug 96	3-4-EP
Spain	93920624.9	0661981	Granted	22 Sep 93	07 Aug 96	3-4-EP
Sweden	93920624.9	0661981	Granted	22 Sep 93	07 Aug 96	3-4-EP
Switzerland	93920624.9	0661981	Granted	22 Sep 93	07 Aug 96	3-4-EP
United Kingdom	93920624.9	0661981	Granted	22 Sep 93	07 Aug 96	3-4-EP
Hong Kong	0970353	0970353	Granted	22 Sep 93	20 Mar 97	3-4-HK
Hungary	P/P 00651	211698	Granted	01 Jul 94		3-4-HU-2
Hungary	P9500857		Pending	22 Feb 93	-	3-4-HU-1
Israel	107087		Pending	23 Sep 93	-	3-4-IL
Japan	508543/94		Pending	22 Feb 93	-	3-4-JP
Mexico	9305887	196254	Granted	24 Sep 93	03 May 00	3-4-MX
New Zealand	255978	255978	Granted	22 Sep 93		3-4-NZ-1
New Zealand	299942	299942	Granted	22 Sep 93	06 Sep 01	3-4-NZ-2
Norway	19951122	309457	Granted	22 Feb 93	05 Feb 01	3-4-NO
South Africa	93/07068	93/07068	Granted	24 Sep 93	29 Jun 94	3-4-ZA
International (PCT)	PCT/CA93/00388	WO 94/07505	Terminated	22 Sep 93	-	3-4-WO
USA	08/996,470		Pending			3-4-US-1
USA	08/285,764	5,614,506	Granted	03 Aug 94	25 Mar 97	3-4-US-2
USA	08/125,938	5,834,444	Granted	23 Sep 93	10 Nov 98	3-4-US-3
USA	08/403,766	6,022,866	Granted	22 Sep 93	08 Feb 00	3-4-US-4

### SkyePharma ref. 3-5

#### “Use of Hyaluronic Acid and Forms to Prevent Arterial Restenosis”



**Products:**  
CARDI-CLEAR

Country	Application No.	Publication No.	Status	Application date	Grant date	SkyePharma Ref:
International (PCT)	PCT/CA94/00188	WO 95/26193	Terminated	25 Mar 94	-	3-5-WO
USA	08/448,503	5,990,095	Granted	26 Jul 95	23 Nov 99	3-5-US
Canada	2120045	2120045	Granted	25 Mar 94	30 May 00	3-5-CA

**SkyePharma ref. 3-10**

**“Treatment of Mucous Membrane Disease, Trauma or Condition and for the Relief of Pain Thereof”**

**Products:**  
ORALEASE

Country	Application No.	Publication No.	Status	Application date	Grant date	SkyePharma Ref:
Australia	63519/96	719257	Granted	18 Jul 96	17 Aug 00	3-10-AU
Canada	2154103	2154103	Granted	18 Jul 95	24 Feb 98	3-10-CA
EPO	96922722.2	0839052	Granted	18 Jul 96	08 May 02	3-10-EP
Belgium	96922722.2	0839052	Granted	18 Jul 96	08 May 02	3-10-EP
France	96922722.2	0839052	Granted	18 Jul 96	08 May 02	3-10-EP
Germany	96922722.2	0839052	Granted	18 Jul 96	08 May 02	3-10-EP
Italy	96922722.2	0839052	Granted	18 Jul 96	08 May 02	3-10-EP
Luxembourg	96922722.2	0839052	Granted	18 Jul 96	08 May 02	3-10-EP
Netherlands	96922722.2	0839052	Granted	18 Jul 96	08 May 02	3-10-EP
Spain	96922722.2	0839052	Granted	18 Jul 96	08 May 02	3-10-EP
Switzerland	96922722.2	0839052	Granted	18 Jul 96	08 May 02	3-10-EP
United Kingdom	96922722.2	0839052	Granted	18 Jul 96	08 May 02	3-10-EP
Japan	506120		Pending	18 Jul 96	-	3-10-JP
New Zealand	321073	321073	Granted	18 Jul 96	08 Jun 00	3-10-NZ
International (PCT)	PCT/CA96/00488	WO 97/03699	Terminated	18 Jul 96	-	3-10-WO
USA	08/503,919	5,972,906	Granted	19 Jul 95	26 Oct 99	3-10-US-1
USA	08/981,602	6,159,955	Granted	18 Jul 96	12 Dec 00	3-10-US-2

**SkyePharma ref. 3-12**

**“Oral Administration of Effective Amounts of Forms of Hyaluronic Acid”**

SkyePharma AG ref. P1421

**Priority filing dates:** 24 December 1996; 11 January 1996

**Filing date:** 08 January 1997

**Expiry date:** 08 January 2017

Country	Application No.	Publication No.	Status	Application date	Grant date	SkyePharma Ref:
Australia	11876/97	732344	Granted	08 Jan 97	06 Sep 01	3-12-AU
Canada	2167044	2167044	Granted	11 Jan 96	07 Aug 01	3-12-CA
EPO	97900058.5	0873128	Pending	08 Jan 97	-	3-12-EP
Hungary	P9902285		Pending	08 Jan 97	-	3-12-HU
Israel	124977		Pending	08 Jan 97	-	3-12-IL
Japan	524694/97		Pending	08 Jan 97	-	3-12-JP
Mexico	985588		Pending	08 Jan 97	-	3-12-MX
South Africa	97/00210	97/00210	Granted	10 Jan 97	23 Sep 97	3-12-ZA
International (PCT)	PCT/CA97/00007	WO 97/25051	Terminated	08 Jan 97	-	3-12-WO
USA	09/101,286	6,537,978	Granted	06 Jul 98	25 Mar 03	3-12-US

## SCHEDULE 5- Transferred Intellectual Property – Trade-marks

Trade-mark	Country	Application No./ Registration No.	Status	Application date	Grant date	Registered Owner
ORALEASE	Canada	826285	Pending	10/21/1996		Jagotec AG
ORALEASE	New Zealand	269851 269851	Registered	11/22/1996	11/22/1996	Jagotec AG
ORALEASE	United Kingdom	2116576 2116476	Registered	10/21/1996	11/22/1996	Jagotec AG
ORALEASE	United States of America	76/131,124	Abandoned	9/19/2000		Jagotec AG

Trade-mark	Country	Application No./ Registration No.	Status	Application date	Grant date	Registered Owner:
CARDI-CLEAR	Australia	722522 722522	Registered	11/22/1996	11/22/1996	Jagotec AG
CARDI-CLEAR	Canada	826189 TMA481056	Registered	10/21/1996	8/21/1997	Jagotec AG
CARDI-CLEAR	New Zealand	269850 269850	Registered	11/22/1996	11/22/1996	Jagotec AG
CARDI-CLEAR	United Kingdom	2116475 2116475	Registered	11/22/1996	11/22/1996	Jagotec AG

Trade-mark	Country	Application No./ Registration No.	Status	Application date	Grant date	Registered Owner:
VISIBLE YOUTH	Norway	200212169 219974	Registered	12/20/2002	7/24/2003	Jagotec AG
VISIBLE YOUTH	Canada	656517 TMA393144	Registered	5/3/1990	1/24/1992	Jagotec AG
VISIBLE YOUTH	Australia	768865 768865	Registered	7/29/1998	7/29/1998	Jagotec AG
VISIBLE YOUTH	United States	76/457421	Accepted for Grant	10/10/2002		Jagotec AG
VISIBLE YOUTH	EU Community	2984367	Advertised	12/11/2002		Jagotec AG
VISIBLE YOUTH	France	11507 1590434	Registered	4/27/1990	4/27/1990	Hyal Pharmaceutical Corp.
VISIBLE YOUTH	Switzerland	10622/2002 508958	Registered	12/16/2002	12/16/2002	Jagotec AG
VISIBLE YOUTH	Japan	2457750 2457750	Registered	7/3/1990	9/30/1992	Jagotec AC

**SCHEDULE 6- LICENSE OF CERTAIN TRANSFERRED  
INTELLECTUAL PROPERTY**

## **SCHEDULE 7- LICENSE OF LICENSED PATENT RIGHTS**